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Attorneys for Defendants  
AIG AEROSPACE INSURANCE SERVICES,  
INC. and AIG AEROSPACE ADJUSTMENT  
SERVICES, INC.

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

AMERICAN ACADEMY HOLDINGS,  
INC. (a Delaware corporation),

Plaintiff,

v.

AIG AEROSPACE INSURANCE  
SERVICES, INC. (a Georgia corporation);  
AIG AEROSPACE ADJUSTMENT  
SERVICES, INC. (a Georgia corporation);  
and DOES 1 through 20, inclusive,

Defendants.

Case No. 1:20-CV-00548-NONE-SKO

**STIPULATION AND ORDER TO  
CONTINUE MANDATORY  
SCHEDULING CONFERENCE  
PENDING AMENDMENT OF  
COMPLAINT**

[Merced County Superior Court No.  
20CV-01233]

(Doc. 14)

**THE UNDERSIGNED PARTIES TO THIS ACTION HEREBY STIPULATE  
AS FOLLOWS:**

1 WHEREAS, during a previous meet-and-confer process between the parties  
2 herein (“the Parties”), counsel for the plaintiff in this action, American Academy  
3 Holdings, Inc. (“American Academy” or “Plaintiff”), informed counsel for the  
4 defendants, AIG Aerospace Insurance Services, Inc., and AIG Aerospace Adjustment  
5 Services, Inc. (“Defendants”), that American Academy had discovered that it made a  
6 fundamental error in the allegations in its current complaint herein, that is, the  
7 contract and insurance “bad faith” allegations and claims are premised upon an  
8 alleged dispute substantially different from the actual claim that Plaintiff had  
9 intended to bring against the Defendants, such that Plaintiff needed to amend its  
10 complaint in a very significant manner.

11 WHEREAS, during these discussions, counsel for Defendants also explained  
12 to counsel for Plaintiff that neither Defendant is the actual entity that issued any  
13 policy of insurance to Plaintiff and therefore neither has any contractual privity with  
14 Plaintiff or duties to it. Counsel for Defendants then provided counsel for Plaintiff  
15 with a copy of the insurance policy that would be at issue (assuming that Plaintiff  
16 amends its complaint as Defendants anticipate it will) identifying the relevant  
17 insuring entity as National Union Fire Insurance Co. of Pittsburgh, PA, a fact that, in  
18 the view of Defendants’ counsel, should prompt Plaintiff to seek a substitution of  
19 defendants by amended complaint under Fed.R.Civ.P 15.

20 WHEREAS, counsel for the Defendants has brought to the attention of counsel  
21 for Plaintiff various other perceived problems with this action, which counsel for  
22 Plaintiff agreed to discuss with his client.

23 WHEREAS, in the view of counsel for the Parties, under the state of the  
24 pleadings at that time it was problematic for the Parties to make their initial  
25 disclosures and proceed with a scheduling conference and a proposed scheduling  
26 order.

27 WHEREAS, the Parties understood that the Court is working under a heavy  
28 caseload with limited resources.

1 WHEREAS, during their earlier discussions counsel for Plaintiff also  
2 suggested to counsel for Defendants that it would be beneficial for the Parties to  
3 engage in the Voluntary Dispute Resolution Program (“VDRP”) before engaging in  
4 expensive litigation and discovery.

5 WHEREAS, in light of all these circumstances, the Parties submitted a  
6 stipulation to that effect, which this Court approved on July 7, 2020 (see Doc. 10),  
7 staying “all pretrial activity, including but not limited to pleading, discovery and  
8 motions” during the VDRP process, with a Mandatory Scheduling Conference  
9 continued from July 14 to October 27, 2020.

10 WHEREAS, by that same stipulation and order (Doc. 10), “[d]uring the first  
11 thirty days of [the] VDRP period, counsel for Plaintiff [was to] provide a draft  
12 proposed amended complaint to counsel for Defendants to review, setting forth the  
13 Plaintiff’s claims as required by Fed.R.Civ.P. 8(a).”

14 WHEREAS, Plaintiff’s counsel timely complied with that part of this Court’s  
15 order; however, as counsel for Defendants pointed out at the time, the proposed  
16 amended complaint still contained erroneous allegations regarding a dispute that is  
17 not actually at issue, and still named the wrong defendants.

18 WHEREAS, following these further discussions, last month the Parties  
19 engaged in the VDRP before James H. Wilkins, Esq.; however, the action did not  
20 settle.

21 WHEREAS, following the VDRP, it remains true that Plaintiff must still  
22 amend its complaint, and Defendants still do not know exactly what Plaintiff plans to  
23 allege and Defendants still are not the contracting parties; so the case is still not at  
24 issue, and it still seems problematic to make initial disclosures, meet and confer  
25 regarding the scheduling conference or engage in the scheduling conference process.  
26 These problems are more immediate because of the Rule 16 scheduling conference  
27 now set for October 27.

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1 NOW, THEREFORE, pursuant to Fed. R. Civ. P. 16, L.R. 143, and L.R. 240  
2 and for the good cause appearing above, the Parties propose that the Court order:

- 3 1. Within seven days of the entry of this proposed order, counsel for Plaintiff  
4 shall provide a revised proposed amended complaint to counsel for  
5 Defendants to review, setting forth the Plaintiff's claims as required by  
6 Fed.R.Civ.P. 8(a);
- 7 2. Within seven days of receiving the revised proposed amended complaint,  
8 counsel for Defendants shall inform counsel for Plaintiff whether  
9 Defendants will stipulate to its filing under Fed.R.Civ.P. 15;
- 10 3. Within twenty-one days of the date of this proposed order, the Defendants  
11 shall either stipulate to the filing of such an amended pleading, or Plaintiff  
12 may seek leave of Court for the filing of an amended complaint and/or  
13 substitution of defendants; and

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4. In order to allow Defendants time to file a responsive pleading and the Parties time to meet and confer ahead of time, the mandatory scheduling conference shall be continued to a date in early January of 2021 or as soon thereafter as the Court's schedule permits, viz., \_\_\_\_\_.

**IT IS SO STIPULATED.**

Dated: October 15, 2020

Respectfully submitted,

Law Offices of JOHN P. HANNON II

By: John P. Hannon II /s/  
John P. Hannon II  
Attorneys for Plaintiff  
AMERICAN ACADEMY HOLDINGS, INC.

Dated: October 15, 2020

Respectfully submitted,

LaMONTAGNE & AMADOR LLP

By: Eric A. Amador /s/  
Ralph S. LaMontagne, Jr.  
Eric A. Amador  
Attorneys for Defendants  
AIG AEROSPACE INSURANCE  
SERVICES, INC. and AIG AEROSPACE  
ADJUSTMENT SERVICES, INC.

**ORDER**

Having reviewed the Parties' stipulation above and for good cause shown, the Court hereby **GRANTS** the Parties' request and **ORDERS** as follows:

1. Within seven days of the entry of this order, counsel for Plaintiff shall provide a revised proposed amended complaint to counsel for Defendants to review, setting forth the Plaintiff's claims as required by Fed.R.Civ.P. 8(a);
2. Within seven days of receiving the revised proposed amended complaint, counsel for Defendants shall inform counsel for Plaintiff whether Defendants will stipulate to its filing under Fed.R.Civ.P. 15;
3. Within twenty-one days of the date of this order, the Defendants shall either stipulate to the filing of such an amended pleading, or Plaintiff may seek leave of Court for the filing of an amended complaint and/or substitution of defendants; and
4. In order to allow Defendants time to file a responsive pleading and the Parties time to meet and confer ahead of time, the mandatory scheduling conference shall be continued to **January 26, 2021**, at 9:30 A.M., before Magistrate Judge Sheila K. Oberto. The parties shall file their joint scheduling report no later than seven days before the conference.

IT IS SO ORDERED.

Dated: **October 19, 2020**

*/s/ Sheila K. Oberto*  
UNITED STATES MAGISTRATE JUDGE

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on October 16, 2020, I electronically transmitted a  
**STIPULATION AND PROPOSED ORDER TO CONTINUE MANDATORY  
SCHEDULING CONFERENCE PENDING AMENDMENT OF COMPLAINT**  
to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice  
of Electronic Filing to the following CM/ECF registrants:

John P. Hannon II, Esq.  
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Eric A. Amador . /s  
Eric A. Amador